



Suffolk
New
College

TUITION FEE POLICY

25-26 Academic Year

Document Created	June 2015
Date of Last Revision	February 2025
Date of Impact Assessment	February 2022
Review Date	February 2026
Version No.	16.0
Approved by	Executive Finance and Employment Committee Corporation
Associated Policies	Managing Public Money (HM Treasury, Mar 2022)

Equality Impact Assessment

Name of Policy: Tuition Fee Policy

		Yes/No	Comments
1	Does the policy/guidance affect one group less or more favourably than another on the basis of:		
	Race or ethnicity	No	
	Disability	No	
	Gender	No	
	Religion or belief	No	
	Sexual orientation	No	
	Age	No	
2	Is there any evidence that some groups are affected differently?	No	
3	If you have identified potential discrimination, are any exceptions valid, legal and/or justifiable?	N/A	
4	Is the impact of the policy/guidance likely to be negative/	No	
5	If so, can the impact be avoided?	N/A	
6	What alternatives are there to achieving the policy/guidance without the impact?	N/A	
7	Can we reduce the impact by taking different action?	N/A	

Version	Summary of Changes
15.0	Amended academic year the policy applies to from 24/25 to 25/26 which is when the next students could enrol.
Para 3	Complete re-write of the eligibility rules for 19+ funding to reflect the current rules for the ASF funding from the DfE.
Para 8.7	Added to take account of the apprenticeship contract when it comes to charging students who re-sit their end-point assessment.
Appendix A	New flowcharts taken from funding guidance.

Suffolk New College

Tuition Fee Policy

This document sets out the College policy concerning the charging, remission and refund of fees and associated charges relating to teaching of courses. It was issued by the College on 07 March 2025 and is valid for all courses starting in the academic year 2025/26.

This policy is due for review in February 2026 by the Deputy CEO

A. BACKGROUND

1. General Information

- 1.1 This document sets out the terms under which fees are paid to Suffolk New College, whether by students paying their own fees, employers or sponsors for the academic year 2025/26.
- 1.2 This policy is based on the latest fee information published by the Department for Education (DfE), and is subject to change, should the DfE publish any subsequent guidance notes or issue a new policy.
- 1.3 This policy applies equally to any campus of Suffolk New College or anywhere else that offers courses to the public under the Suffolk New College brand.
- 1.4 All financial advice relating to payment of fees and charges will be made by the College Finance Team, with reference to this policy. No responsibility will be accepted by the College if financial advice or guidance is requested from or given by any other member of College staff.
- 1.5 Within this policy, and in all other official College documentation, the term “fees” is deemed to include all standard and supplementary tuition fees, examination and/or registration fees and any other fees that are due at the time of enrolment.
- 1.6 For certain courses other fees, including examination fees, registration fees and fees for trips and materials, are chargeable separately at a later date, or may be payable directly by the learner to the examining body. Students are responsible for checking whether there are any additional charges for a specific course prior to enrolment.
- 1.7 Fees for all courses are payable upon enrolment at the start of the course. This applies equally whether the course is for 1 academic year, or for two academic years. The academic year is defined as the twelve-month period beginning 1

August each year. Exceptions to this are Advanced Learner Loans and Apprenticeships (*see sections C and 14 below*)

- 1.8 The College reserves the right to vary fees without notice at any time up to the commencement of a course, programme or module.
- 1.9 The College reserves the right to vary the timetable of any course, programme or module for operational reasons at any time.
- 1.10 For apprenticeships, the fee should be agreed by the College and the employer prior to the start of the apprenticeship. An apprenticeship contract will be put in place for every apprentice, and will be signed by the apprentice and their employer. This will normally be the preferred model contract.
- 1.11 Apprentices must not be asked to contribute financially to the direct cost of their learning or assessment. This includes those students leaving their apprenticeship early.
- 1.12 The College aims to raise invoices within one month of the student's start date, however at busy times, such as enrolment, this may not be possible.
- 1.13 This policy is based on the funding rules as published by the ESFA extant as at the date of approval of this policy by the Corporation. If the funding rules should change materially, the College reserves the right to update this policy with the revised funding rules.

2. Eligible Students

- 2.1 Eligible students will be individuals who live in England outside of devolved areas undertaking a qualification leading to a recognised Adult Skills Fund qualification.
- 2.2 All students must be ordinarily resident in the UK on the first day of learning on the programme. Please note that this will therefore exclude:
 - People temporarily resident in the UK solely for the purposes of receiving full-time education, including those on a student visa.
- 2.3 Students must have eligible residency status. This means that they must either be:
 - UK nationals or another person with the right of abode if they have been ordinarily resident in the UK, Republic of Ireland, or the British Overseas Territories or the Crown Dependencies (Chanel Island and Isle of Man) for at least the previous 3 years on the first day of learning, or;

- All family members of UK nationals and other persons with the right of abode must meet the 3 year required residency criteria in their own right, unless they meet the criteria set out below:
 - Resided in the EEA or Switzerland, EU overseas territories of Gibraltar by 31 December 2020 and,
 - Resided in the EEA Switzerland, EU overseas territories or Gibraltar or the UK for at least the previous 3 years on the first day of learning;
 - Remained ordinarily resident in the UK, Gibraltar, the EEA, Switzerland or EU overseas territories between 31 December 2020 and the start of the course or,
- EEA and Switzerland nationals if they have obtained either pre-settled or settled status under the EU Settlement Scheme and have lived continuously in the EEA, Switzerland, Gibraltar or the UK for at least the previous 3 years on the first day of learning.

2.4 In addition, the following groups of students will be also eligible for funding:

- People with refugee status (RS), humanitarian protection (HP), discretionary leave (DL), or exceptional leave to enter or remain (ELE/ELR) and their spouses, civil partners and children;
- People with recently settled status (this means those having been granted indefinite leave to enter or remain, or British Citizenship within the 3 years immediately preceding the start of the course);
- People granted pre-settled status following our exit from EU.

2.5 In addition, the following groups of students, aged up to and including the age of 18, will also be eligible for funding:

- Those who are accompanying or joining parents or spouses or civil partners who have the right of abode or leave to enter or remain in the UK (or accompanying or joining relevant family members, usually parents, who are UK or Irish nationals), or those who are children of diplomats;
- Those who are dependants of teachers coming to the UK on a teacher exchange scheme;
- Those who are residing legally in the UK (including those entering the UK in the last 3 years who are or were not accompanied by their parents) who are British (or Irish) citizens or those whose passports have been endorsed to either show they have the right of abode in this country or to show that they have no restrictions on working in the UK;
- Those who are dependants of adults residing legally in the UK who have been given immigration rights as workers to reside in the UK;

- Those who are dependants of foreign students where the accompanying parent or legal guardian has a Student visa (the accompanying parent or legal guardian is excluded from funding);
- Asylum seekers;
- Those having been granted leave under section 67 of the Immigration Act 2016 (the 'Dubs' amendment)
- Those having been granted Calais leave to remain;
- Those who are (including unaccompanied asylum seekers) placed in the care of social services or those in receipt of Section 4 support.

2.6 The College is not currently offering courses to overseas students. Anyone who thinks that they may fall outside of these regulations is asked to contact Student Support on 01473 382738 to undertake an assessment as to whether or not you are eligible.

B. TUITION FEES

3. Students aged Under-19

- 3.1 All students aged under 19 on 31 August in the year of commencement of their course, undertaking funded full-time courses of study (including employed students), will not be required to pay any tuition fee, registration fee or examination fee element of their courses.
- 3.2 Students undertaking a two-year (consecutive) course of study who reach their 19th birthday before completing the course, will not be required to pay any fees for their course of study.
- 3.3 Students aged 19-24 with an EHCP will be funded as students aged under 19 for the purposes of this policy.
- 3.4 Students aged under 19, are not normally encouraged to take up part-time courses of study

4. Students aged 19+

All students aged 19+ must pay the fee directly as set out by the Corporation of the College, unless they fall into one of the following categories which are exempt from tuition fees.

- 4.1 Students aged 19 and over who meet the residency eligibility, and who meet the definition of being below the earnings threshold, or unemployed on the day that they start the following:
 - Qualifications up to and including level 2 qualifications from the local flexibility offer and/or qualifications from the full level 2 legal entitlement qualification list.
- 4.2 Learners aged 19-23 who have not previously achieved a full level 2 qualification must be fully funded, regardless of the earnings threshold, employment criteria or the actual qualification chosen to study.
- 4.3 Learners aged 19-23 who have exhausted their first level 2 entitlement and who do not meet the definition of being below the earnings threshold or unemployed will be co-funded.
- 4.4 Learners aged 19-23 who have not previously achieved a full level 3 qualification must be fully funded regardless of the earnings threshold or employment status, providing that they chose a qualification from the level 3 entitlement or a "Free Courses for Jobs" course.
- 4.5 Qualifications under the level 3 "Free Courses for Jobs (FCFJ) entitlement are fully funded where they:

- are aged 19+ on 31 August 2025 and enrol on a level 3 FCFJ qualifying course and meet the eligibility of being below the earnings threshold or unemployed
 - are aged 19 to 23 on 31 August 2025 and enrol on a level 3 FCFJ qualifying course and have not yet achieved a full level 3 qualification and earn above the earnings threshold criteria.
- 4.6 Students aged 19+, studying English or Maths qualifications at level 2 or below will be fully funded for those qualifications provided that they meet the residency criteria outlined in paragraph 2, and have not previously attained a GCSE at grade 4 or above.
- 4.7 Students aged 19+ who have previously sat a GCSE in English and/or Maths and got a grade 3 or lower can be fully funded to re-do the entire qualification, but not merely re-sit the exam.
- 4.8 Students aged 19+ who have been assessed as having digital skills levels below level 1 can be fully funded for the following:
- EDSQ (Essential Digital Skills Qualifications) up to and including level 1
 - DFSQ (Digital Functional Skills Qualifications up to and including level 1
- 4.9 Students will be classed as unemployed if they are in receipt of one or more of the following:
- receiving Jobseeker's Allowance (JSA), including those receiving National Insurance credits only.
 - receiving Employment and Support Allowance (ESA).
 - receive Universal Credit (UC) or other state benefits and their take-home pay (disregarding UC and other state benefits) is less than £892 per month (learner is a sole adult in their benefit claim) or £1,437 per month (learner has a joint benefit claim with their partner).
 - released on temporary licence (RoTL), undertaking learning outside prison and not funded by the Ministry of Justice.
 - not receiving any benefits, wants to be employed and you are satisfied that the identified learning is directly relevant to their employment prospects and local labour market needs.
- 4.10 The "Earnings Threshold" referred to throughout this policy is for students who are employed or self-employed and who earn less than £25,000 gross annual salary.
- 4.11 The above rules are subject to confirmation of the 2025/26 funding regulations as published from time to time by the Department for Education (DfE) and are therefore subject to change.

5. Break in Learning

5.1 In exceptional circumstances, and subject to the agreement of the College on a case-by-case basis, it is possible to agree a break in learning for learners.

5.2 All of the following must apply:

- The break in learning must be agreed before any break in learning actually takes place;
- there can only be one break per study programme;
- the tuition fee can only be deferred to the start of the following academic year;

5.3 Should the student choose not to recommence their course of study in the September following the commencement of the break in learning, any original fees outstanding, less anything paid by or on behalf of the student will become payable immediately.

5.4 No refunds will be considered for any break in learning.

5.5 The student must be aware that they may not get a qualification if they choose not to come back and that they may still be charged.

6. Examination Charges

6.1 Where examination fees are not charged, this exemption will only apply to the first attempt at an examination or qualification. The College, at the discretion of the appropriate Director, reserves the right to charge for any subsequent attempts or “re-takes” in the following circumstances:

- The student does not turn up for an exam for which the College has paid, without prior agreement or a good cause;
- The student is retaking an exam with the aim of achieving a marginal improvement in grades.

7. “Full Fee”, Professional Short Courses and Leisure Learning Courses

7.1 Students aged under 19 cannot normally book onto such courses at the College.

7.2 Certain courses offered by Suffolk New College will not be subsidised with any public funding. As no public funding is received for these courses they are charged at a full fee to cover the costs of running the course.

7.3 No fee remission (as set out in paragraph 4) will apply to these courses.

- 7.4 All fees in respect of these courses are payable at the time of booking on the course, unless the student is being sponsored (see 11 below).
- 7.5 Fees for all such courses run by the College are published with the course information, online at www.suffolk.ac.uk.
- 7.6 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contracts Regulations"), you may cancel your purchase of a course within a period of 14 days beginning on the day after you book the course. However, there is no right of cancellation where the course begins within this fourteen-day period.
- 7.7 Cancellations of such courses will be subject to the following charges:
- Cancellations within 14 days of the start date will be charged the full course fee.
 - Cancellations within 15-28 days of the start date will be charged 50% of the course fee.
 - Cancellations more than 28 days before the start date will be charged 20% of the course fee.

C. APPRENTICES

8. Responsibilities of the Employer

- 8.1 It is the responsibility of the employer to provide us with sufficient information to enable the College to draw up the contract between the employer, the apprentice and the College.
- 8.2 This will include such details as:
- whether the employer is a levy payer or a non-levy payer;
 - whether the employer is classed as “small” or not (less than 49 employees including any apprentices);
 - whether the apprentice has any learning difficulties or disabilities;
 - Please note that this list is not exhaustive, and is for indicative purposes only.
- 8.3 It is the responsibility of the employer to ensure that they are registered with the Digital Apprenticeship Service (DAS), whether levy or non-levy, if applicable, and to ensure that the details that it contains are kept up to date. If an employer fails to register for the DAS within 42 days (6 weeks) of the apprentice starting, they will become liable for the tuition fees in full or the apprentice will be withdrawn from training.
- 8.4 It is the duty of the employer to ensure that any deadlines are complied with, and for completing any necessary paperwork.
- 8.5 The College cannot be held responsible for any errors or omissions in anything provided by the employer in good faith.
- 8.6 The employer who employed the apprentice at the point of initial sign up is responsible for the apprenticeship fee.
- 8.7 The employer agrees to be bound by the Training Services Agreement that is sent out at the commencement of the Apprenticeship, with particular reference to paying for re-sitting of EPA’s and the payment thereof.

9. Levy Payers

- 9.1 All employers with a total pay bill in excess of £3 million per annum are required to pay the apprenticeship levy. The employer may use their digital levy account to meet the fee agreed with the college.
- 9.2 If the fee exceeds the maximum funding band for the qualification, then the employer will make up the difference between the maximum funding that can be drawn down from the digital levy account and the actual fee, and will be invoiced accordingly.

- 9.3 If a levy-paying employer does not have sufficient funds in their digital levy account they will have to make a 5% co-investment (plus any difference between the maximum fee that the digital levy account would fund and the actual fee) towards the costs of training the apprentice, and will be invoiced accordingly.

10. Non-Levy Payers

- 10.1 Any employer with a total pay bill of less than £3 million per annum will not be required to pay the apprenticeship levy, and will receive government funding towards the cost of training an apprentice.
- 10.2 All employers are required to make a 5% co-investment towards the cost of training the apprentice.
- 10.3 However the employer is not required to make a co-investment if all the following conditions are met:
- To have on average 49 or fewer employees in the year prior to the apprentice being recruited; **and**
 - the apprentice is aged between 16 and 18 on the date on which the apprenticeship starts (or is aged 15 if the apprentice's 16th birthday is between the last Friday of June and 31st August); **or**
 - the apprentice is aged between 19 and 24 on the date on which the apprenticeship starts and has either:
 - an EHC plan provided by their local authority; **or**
 - has been in the care of their local authority as defined in the funding rules.
- 10.4 If the total costs of the apprenticeship exceed the funding band maximum then the employer will be responsible for paying all the additional costs.

D. PAYMENT OF TUITION FEES

11. Terms and conditions

- 11.1 All tuition fees are due for payment in full upon enrolment.
- 11.2 This is irrespective of the manner of payment, whether by Advanced Learner Loan or, by instalments payable by Direct Debit, or any apprenticeship payments not covered by the digital apprenticeship service account (DAS).
- 11.3 The College will ensure that the student and/or student's sponsor are given prompt notification of fees due and arrangements for payment prior to enrolment onto the course.
- 11.4 The student and/or their sponsor are responsible for the prompt payment of all fees due, as per agreed payment arrangements.
- 11.5 Defaults on payment are treated seriously and will lead to withdrawal of College services.
- 11.6 If the student withdraws, or is withdrawn for whatever reason, from their course of study within twenty-eight days of the date of the course starting, then their fees will be limited to a third of the total fee due, otherwise the full fee, less anything paid by the student or the Student Loans Company will be due.
- 11.7 All financial advice relating to payment of fees and charges will be made by the College Finance Team, with reference to this policy. No responsibility will be accepted by the College if financial advice or guidance is requested from or given by any other member of College staff.
- 11.8 The College reserves the right to refer unpaid accounts to external agencies to pursue payment, and reserves the right to pursue any unpaid debts through the County and/or High Courts if necessary, using external agencies to do so if applicable.
- 11.9 The College reserves the right to prevent any student from enrolling on a course if they have any outstanding unpaid tuition fees.
- 11.10 Fees may be paid by the following methods, directly to the Finance team at the College's main site:
- bank transfer or BACS payment directly into the College's bank account;
 - credit or debit card, either in person or over the telephone;
 - cash, in person only up to a limit of £350, this is in order mitigate risks with anti-money laundering regulations;
 - By invoice to employer / sponsor (see 11 below);
 - Direct Debit arrangement (not for apprenticeships) – (see 12 below);

- Advanced Learner Loans (not for apprenticeships) –(see 14 below).

11.11 All fees must be paid in full prior to the end of the course, irrespective of the duration of the course.

12. Fees paid by Sponsor / Employer

12.1 All sponsors are required to provide proof of sponsorship as follows, prior to the student being enrolled on the course. Acceptable forms are as follows:

- Completed Invoice Authorisation form;
- Official Purchase Order;
- Letter on official headed paper signed by an authorised signatory.

12.2 If the Sponsor does not provide the required evidence, the student will be liable for the payment of fees due at enrolment. These may be paid in full or by Direct Debit, from the student's own bank account (*See 13 below*).

12.3 The College is unable to set up direct debit payments from a sponsor's or employers bank account.

12.4 If the sponsor is not paying the full amount, the student must pay the shortfall in full at enrolment. If the amount owed by the student is greater than £600, they can apply to pay their contribution by direct debit (*see 13 below*).

12.5 All invoices issued to sponsors must be paid in full within 30 days of the date of issue; otherwise the student may be withdrawn from the course.

12.6 Should employers or sponsors fail to pay invoices for tuition fees, the student will become personally liable for the full amount of any outstanding fees.

12.7 Students remain personally responsible for the payment of any fees in respect of trips and materials.

13. Direct Debit Arrangement

13.1 Instalment contracts are available only to individual students aged 18 or over whose tuition fees for the year are £600 or more.

13.2 This payment option is not open to overseas students or sponsors who must pay their fees in full upon enrolment.

13.3 Students enrolling on a full year course, starting in September, must pay an amount as follows:

- At enrolment 1/3 of the total fee due
- 20% of the remainder on the last day of October
- 20% of the remainder on the last day of November

- 20% of the remainder on the last day of December
- 20% of the remainder on the last day of January
- 20% of the remainder on the last day of February

13.4 Students enrolling on a course that does not start in September, or of a duration shorter than a year must apply to the Finance office for a bespoke payment arrangement, however a minimum of 1/3rd of the total fee payable is still due as an up-front payment on enrolment.

13.5 Any default on this agreement, or a cancellation of a direct debit arrangement may result in the student being withdrawn from their course, and the outstanding fees to be immediately payable.

13.6 The College is not able to offer direct debit agreements to persons under the age of 18, or to those persons being sponsored to attend the course of study.

14. Advanced Learner Loans

14.1 Students aged 19 and over, who are not eligible for funding as outlined above in section 4, and are studying a qualification at level 3 or above, can apply to the Student Loans Company (SLC) for a loan to help them with the cost of their course.

14.2 Loans are not means tested and are available to eligible students. On receipt of an application, the Student Loans Company is responsible for assessing whether a student is eligible. Suffolk New College takes no part in assessing a students' eligibility for an advanced learner loan.

14.3 Students may take a loan out for up to the maximum of their course fees from the student loans company (SLC), who then makes payments monthly on their behalf. (www.gov.uk/apply-online-for-student-finance)

14.4 Any student who does not take out a loan that is sufficient to cover their tuition fees in full must pay any difference arising at enrolment. If the amount that they owe is greater than £600, they can apply to pay their contribution by direct debit (see 13 above).

14.5 Any student as set out in 14.1 who decides not to take out a loan but to pay the fees themselves or via sponsorship, will be required to pay the sum equivalent to the loan amount which would have been due. If the amount that they owe is greater than £600, they can apply to pay their contribution by direct debit (see 13 above).

14.6 Students must provide a copy of the loan acceptance letter at the point of enrolment, by way of proving that the SLC will be meeting the loan payments.

- 14.7 Students who are late in applying, and are intending to pay with a loan and do not have a loan acceptance letter, must pay at least 1/3rd of the total fee due at the point of enrolment. They must also sign a direct debit mandate to pay the remainder by instalments, in accordance with the direct debit arrangements set out in section 13, above. Once confirmation of the loan has been received by the College, any amounts paid (including instalments) will be refunded.
- 14.8 Any student who withdraws, or is withdrawn for whatever reason, from their course of study, and whose payments from the Student Loans Company cease, will be liable to the College for the balance owing, and will therefore be invoiced, with the balance payable immediately – (see 11 above).
- 14.9 Students will have to repay the loan to the Student Loan Company when they start earning enough money. Currently the repayment rate is 9% per annum on all earnings above £27,295.
- 14.10 Students should note that this policy contains a summary of the terms and conditions for Advanced Learner Loans, as at the time of publication. The current full terms and conditions can be found on the gov.uk website.

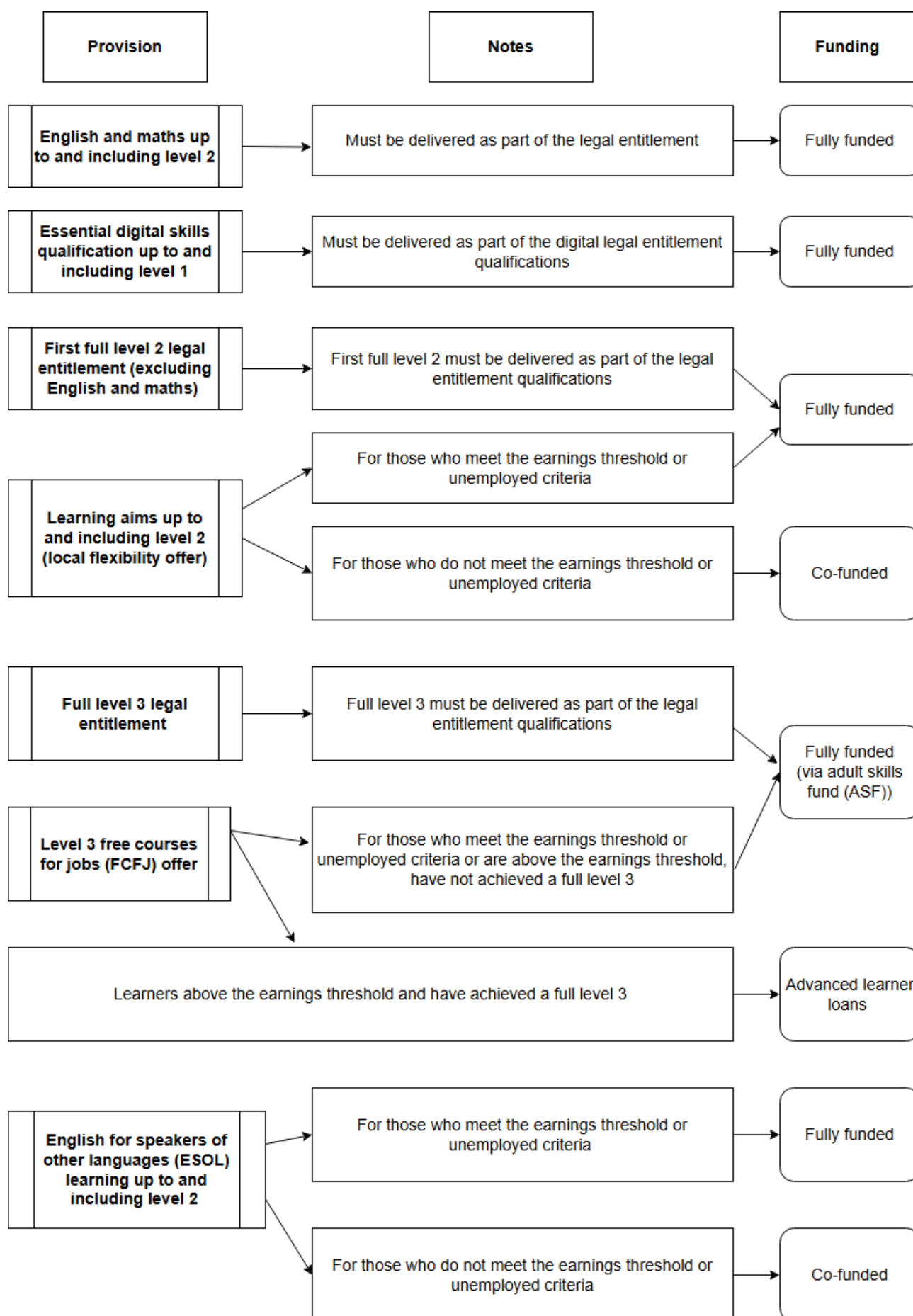
E. REFUND OF TUITION FEES

15. General Information

- 15.1 If a course is closed, or provision is withdrawn by the College then a full refund of all fees paid will be made to all students enrolled on the course at the time of closure. All refunds resulting from closure or withdrawal of provision will be made automatically to students within 28 working days of the withdrawal of provision.
- 15.2 Where a student, apprentice or the apprentices' employer can demonstrate that their withdrawal from the course has resulted from a failure of the College to deliver what could have been reasonably expected, or is as a result of exceptional personal circumstances, a refund or partial refund of fees due may be authorised. All requests should be made in writing to the Deputy CEO.
- 15.3 No requests will be considered that are related to a medical or personal issue that existed prior to the student, or apprentice, enrolling onto the course. The College advises all students, or apprentices, to give consideration to their ability to meet the requirements of the course prior to making the commitment to enrol.
- 15.4 No refund will be paid if the student or apprentice is withdrawn under College disciplinary procedures.
- 15.5 No other request for refund will be entertained.
- 15.6 The Corporation of the College will not be liable for the refund of fees to students or any other financial penalty should classes be cancelled due to war, fire, strike, lock-out, industrial action, tempest, accident, civil disturbance, or any other cause whatsoever beyond its control.

Appendix A

Funding for 19-23 Year Olds



Appendix A

Funding for Over 24 Year Olds

Provision	Notes	Funding
English and maths up to and including level 2	Must be delivered as part of the legal entitlement	Fully funded
Essential digital skills qualification up to and including level 1	Must be delivered as part of the digital legal entitlement qualifications	Fully funded
Level 2 and learning up to a level 2 (local flexibility and access to level 2 legal entitlement qualifications as a policy addition)	For those who meet the earnings threshold or unemployed criteria	Fully funded
	For those who do not meet the earnings threshold or unemployed criteria	Co-funded
Level 3 free courses for jobs (FCFJ) offer	For those who meet the earnings threshold or unemployed criteria	Fully funded
	For those learners who do not meet the earnings threshold or unemployed criteria	Advanced learner loans
English for speakers of other languages (ESOL) learning up to and including level 2	For those who meet the earnings threshold or unemployed criteria	Fully funded
	For those who do not meet the earnings threshold or unemployed criteria	Co-funded